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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/696,543	10/28/2003	Edward Jonathan Brush	2502985-991101	7841

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EXAMINER

VIG, NARESH

ART UNIT PAPER NUMBER

3629

DATE MAILED: 01/25/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

10/696,543

Applicant(s)

BRUSH ET AL.

Examiner

Naresh Vig

Art Unit

3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 05 January 2005.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 35-48 is/are pending in the application.
- 4a) Of the above claim(s) is/are withdrawn from consideration.
- 5) ☐ Claim(s) is/are allowed.
- 6) ☒ Claim(s) 35-48 is/are rejected.
- 7) ☐ Claim(s) is/are objected to.
- 8) ☐ Claim(s) are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. .
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 20040204.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

DETAILED ACTION

This is in reference to response received on 05 January 2005 to the office action mailed on 07 December 2004. There are 14 claims, claims 35 – 48 pending for examination.

Election/Restrictions

Applicant's election without traverse of claims 35 – 48 drawn to system for managing future real estate agreements in the reply filed on 05 January 2005 is acknowledged.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 38 rejected under 35 U.S.C. 112, first paragraph, because the specification, while being enabling for computer system communicatively coupled to an MLS, does not reasonably provide enablement for determining when the real estate is sold when the real estate is sold by the owner without using the services of a broker, a

Art Unit: 3629

owner may sell the home by advertising in a local newspaper, by posting a "For Sale" sign on the property, etc. The specification does not enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to determine when the property is sold directly by the owner. Appropriate correction is required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 38 – 44 and 46 – 48 are rejected under 35 U.S.C. 103(a) as being unpatentable over iGive.com, Inc. hereinafter known as iGive in view of Sealand et al. US Publication 2003/0014402.

Regarding claim 35, iGive teaches system and method for managing future real estate agreements (field of use).

iGive teaches does not teach using a database. However, Sealand teaches system and method for transacting retrieval of real estate property property listings using a remote client interfaced over an information network.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive as taught by Sealand to organize the data for retrieval at a later time.

iGive in view of Sealand does not explicitly teach using a relational database. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a design choice to elect what database architecture to use.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive and use relational database to use the off the shelf database to organize the data and allow user to extract the information using Structured Query Language (SQL)

iGive in view of Sealand teaches storing information regarding one or more future real estate agreements, including information relating to charitable entities that may receive financial benefits as a result of the agreements (business choice to elect what information is stored in the data storage system, iGive teaches capability to store information for retrieval at a later time) [page 17, iGive keeps track of when the minimum amount is accrued for the customer's selected cause before they will dispense the money to the selected cause); and

at one computer system (it is inherent that iGive uses a computer system to provide iGive website to users) that is communicatively coupled to the relational database (responded to earlier) and that is adapted to allow a user to determine when an obligation may become due) [page 17, iGive keeps track of when the minimum

Art Unit: 3629

amount is accrued for the customer's selected cause before they will dispense the money to the selected cause). iGive teaches to determine when an obligation under the at least one future real estate agreement (field of use for a transaction) has or may become due [page 32, "Simply be sure to start your online shopping at the Mall at iGive.com or through any iGive.com Newsletter. Doing so allows iGive.com to automatically track your shopping and credit your cause with the appropriate donation"].

With respect to the recitation in claim, defining what kind of data is being stored on the database, this is considered to be non-functional descriptive material that does not distinguish (define) over the applied prior art. Since the instant claims are article claims and the type of data claimed is considered to be non-functional descriptive material, the applied prior art satisfies the claim. The prior art stores data and is fully capable of storing the claimed type of data, this is the extend to which weight will be given to the claimed data. When descriptive material is not functionally related to the article, the descriptive material will not distinguish the invention from the prior art in terms of patentability, *In re Gulack*, 217 USPQ 401 (CAFC 1983).

Regarding claim 36, iGive in view of Sealand teaches at least one computer system is adapted to monitor the database (responded to earlier) to detect when an obligation under a future real estate agreement has or may become due [page 32, "Simply be sure to start your online shopping at the Mall at iGive.com or through any iGive.com Newsletter. Doing so allows iGive.com to automatically track your shopping and credit your cause with the appropriate donation"].

Regarding claim 37, iGive teaches at least one computer system is communicatively coupled to a realty data source (vendor associated with iGive, [page 12, 25, 26], Sealand Fig. 1A and disclosure associated with the figure) which provides data regarding the real estate transactions (data regarding transactions completed by the user).

Regarding claim 38, iGive in view of Sealand teaches computer system is communicatively coupled to an MLS system which provides data regarding property listings [Sealand Fig. 1A(14) and disclosure associated with Fig. 1A].

Regarding claim 39, iGive in view of Sealand teaches computer system allows users to search the database.

Regarding claim 40, iGive in view of Sealand does not teach future real estate agreements comprise future listing agreements. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that a listing agreement is required for a seller to agree to allow the agent to sell the property. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand and have a listing agreement to generate a legal document between the seller and service provider.

Regarding claim 41, iGive in view of Sealand does not explicitly teach future real estate agreements comprise agreements for representation in the purchase of a new home. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect what product to sell on their system. iGive teaches capability to provide plurality of products from plurality of vendors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand to handle purchase of new home to make the system attractable to the purchasers of new homes.

Regarding claim 42, iGive in view of Sealand does not explicitly teach future real estate agreements comprise agreements for mortgage services. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect what product to sell on their system. iGive teaches capability to provide plurality of products from plurality of vendors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand to handle purchase of new home to make the system attractable to the purchasers of real estate by providing full service system.

Regarding claim 43, iGive in view of Sealand does not explicitly teach future real estate agreements comprise agreements for title services. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect what product to sell on their system. iGive teaches capability to provide plurality of products from plurality of vendors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand to handle purchase of new home to make the system attractable to the purchasers of real estate by providing full service system.

Regarding claim 41, iGive in view of Sealand does not explicitly teach future real estate agreements comprise agreements for home owner's insurance services. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect what product to sell on their system. iGive teaches capability to provide plurality of products from plurality of vendors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand to handle purchase of new home to make the system attractable to the purchasers of real estate by providing full service system.

Regarding claim 46, iGive in view of Sealand teaches computer system comprises an input device that is adapted to receive information regarding the future real estate agreements (business choice to decide what products to sell, and, the data received is associated with the type of product which the business has decided to sell).

Regarding claim 47, iGive in view of Sealand teaches output device that is adapted to display output information from the at least one computer system [page 12].

Regarding claim 48, as responded to earlier in response to claim 35 – 44, iGive in view of Sealand teaches computer system is further adapted to create electronic records regarding the future real estate agreements (field of use) and store the electronic records in the relational database (for retrieval at a later time).

Claim 45 is rejected under 35 U.S.C. 103(a) as being unpatentable over iGive.com, Inc. hereinafter known as iGive in view of Sealand et al. US Publication 2003/0014402 and Elston US Patent 6,055,505.

Regarding claim 45, iGive in view of Sealand does not teach to generate electronic notifications to affected parties regarding obligations that have become due

Art Unit: 3629

(content of notification is field of use). However, Elston teaches system and method for automatically notifying a customer of an event using a telecommunications system.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify iGive in view of Sealand as taught by Elston to automate the notification process (In re Venner, 262 F.2d 91, 95, 120 USPQ 193, 194 (CCPA 1958)).

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Applicant is required under 37 CFR '1.111 (c) to consider the references fully when responding to this office action.

1. A Simple Way To Help Your Own Favorite Cause In Addition To Helping The Wonderful Organization That Are Aiding The Victims Of Our National Tragedy.
2. Clicking Contributions.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

A handwritten signature in black ink, appearing to read "Naresh Vig". The signature is stylized with a large, sweeping initial "N" and a distinct "V" at the end.

Naresh Vig
Patent Examiner
January 18, 2005